



A-71760/AJT/TJH
463031-139
US-38

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

First Named Inventor	: PAVEL I. LAZAREV.	Group Art Unit: Examiner:
Appln. No.	: 10/656,578	
Filed	: September 4, 2003	
Title	: ORGANIC PHOTOSENSITIVE OPTOELECTRONIC DEVICE	

DECLARATION FOR UTILITY PATENT APPLICATION
(37 C.F.R. § 1.63)

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship is as stated below next to my name;

I believe that I am the original, first inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

ORGANIC PHOTOSENSITIVE OPTOELECTRONIC DEVICE

the specification of which:

- ☐ is attached hereto OR
- ☒ was filed on September 4, 2003 as United States Application Number 10/656,578 or PCT International Application Number _____ and amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information known to me that is material to patentability as defined in 37 C.F.R. 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

Prior Foreign Application(s)

I hereby claim foreign priority benefits under Title 35, United States Code, § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application(s) for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Country	Application Number	Foreign Filing Date (DD/MM/YYYY)	Priority Claimed		Certified Copy Attached	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Prior Provisional Application(s)

I hereby claim priority under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below:

Application Number	Date of Filing (day, month, year)
60/410,514	13 September 2002

Prior United States Application(s)

I hereby claim priority under Title 35, United States Code, §120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

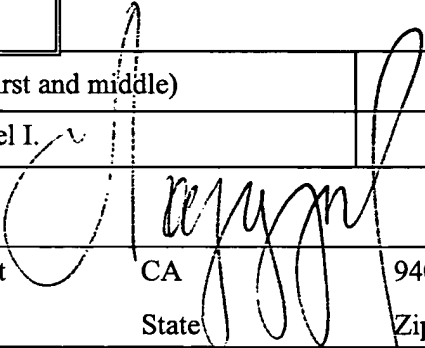
Application Number	Date of Filing (day, month, year)	Status - Patented, Pending, Abandoned


PLEASE DIRECT ALL CORRESPONDENCE TO:

The address associated with **Customer Number: 32940**, currently:

Name	Aldo J. Test
Address	DORSEY & WHITNEY LLP Four Embarcadero Center Suite 3400 San Francisco, California 94111-4187
Telephone	(415) 781-1989
Facsimile	(415) 398-3249

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

First Inventor:			
Given Name (First and middle)		Family Name or Surname	
Pavel I.		LAZAREV	
Inventor's Signature			Date: 09/05/03
Residence	Belmont CA 94002	Citizenship: United States	
	City State Zip		
Post Office Address	52 Rinconada Circle, Belmont, California 94002		

Second Inventor:			
Given Name (First and middle)		Family Name or Surname	
Victor V.		NAZAROV	
Inventor's Signature			Date: 09/05/03
Residence	Moscow region Russia 143000	Citizenship: Russian	
	City State Zip		
Post Office Address	Moscow region, Odintsovo 143000 Russia, ul. Komsomolskaya, d. 6, kv. 92		



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POWER OF ATTORNEY BY ASSIGNEE

The undersigned assignee of the entire interest for letters patent with assigned Patent Application Serial No. to be assigned, under Express Mailing Label No. EV 182 095 433 US, filed herewith, entitled "*ORGANIC PHOTSENSITIVE OPTOELECTRONIC DEVICE*" and having the named inventors: Pavel I. LAZAREV and Victor V. NAZAROV, hereby appoint, both jointly and severally, the DORSEY & WHITNEY LLP attorneys and agents associated with Customer Number 32940 as its attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith, said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 3.71; provided that if any one of said attorneys ceases being affiliated with the law firm of DORSEY & WHITNEY LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived there from shall terminate on the date such attorney ceases being so affiliated.

In accordance with 37 C.F.R. 3.73, the assignee hereby certifies that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, the assignee is the owner of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors of the patent application identified above, a copy of which is attached hereto. The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Direct all telephone calls to ALDO J. TEST at (650) 494-8700.

Address all correspondence to:

DORSEY & WHITNEY LLP
Suite 3400, Four Embarcadero Center
San Francisco, California 94111-4187

Date: September 15, 2003

Signature: Alla Sakharova

By: Alla Sakharova
(typed name)

Title: IP Portfolio Manager

Assignee: OPTIVA, INC.

Address: 377 Oyster Point Blvd., Unit 13
South San Francisco, California 94080

ASSIGNMENT

WHEREAS, the undersigned, **Pavel I. Lazarev**, a resident of **Belmont, California** and **Victor V. Nazarov**, a resident of **Moscow, Russia** have invented certain new and useful improvements in ***ORGANIC PHOTSENSITIVE OPTOELECTRONIC DEVICE***, for which invention they have executed application for Letters Patent Serial No. to be assigned, under Express Mailing Label No. EV 182 095 433 US, filed herewith. and which claims priority to Provisional Patent Application Serial No. 60/410,514 filed September 13, 2002.

WHEREAS, **OPTIVA, INC.** (hereinafter termed "Assignee"), a Corporation of the State of California, having a place of business at South San Francisco, California, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension of any of said patents; and (e) all claims for damages by reason of past infringement of said Patents, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

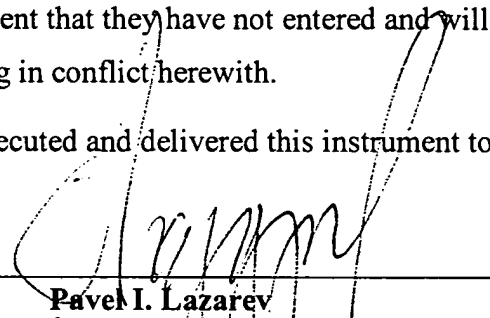
2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed

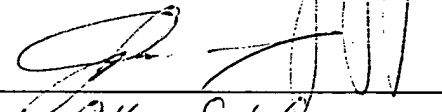
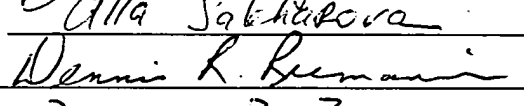
necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.


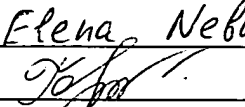
Date: 09/05/03, 2003

Pavel I. Lazarev

Witnesses
1) Date: September 5, 2003 Signature: 
Print Name: Alla Sakharova
2) Date: 9/5/2003 Signature: 
Print Name: DENNIS R RIEMANN.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.

Date: 09/05/03, 2003

Victor V. Nazarov

Witnesses
1) Date: 09/05/03 Signature: 
Print Name: Elena Nebuchilova
2) Date: 09/05/03 Signature: 
Print Name: Yulia Gordeeva

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